



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 26, 2010

10 JANUARY 26, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

ACCEPTANCE OF STATE FUNDS FOR COUNTY CENSUS OUTREACH EFFORTS (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

We are recommending that your Board authorize the Chief Executive Officer (CEO) to:

- 1) accept a grant of \$430,000 from the State of California to fund local Census 2010 outreach efforts; 2) execute the agreement with the State to accept the grant and execute any revisions or amendments; 3) expend funds pursuant to the grant consistent with the County Complete Count Committee Census 2010 Outreach Plan; and 4) prepare and execute agreements with public entities, community-based organizations, and other entities consistent with the Outreach Plan.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the CEO to accept a grant in the amount of \$430,000 from the State of California, Governor's Office of Planning and Research to conduct and fund outreach efforts to promote the United States Census in the County of Los Angeles as set forth in the County of Los Angeles Complete Count Committee Census 2010 Outreach Plan.
2. Delegate authority to the CEO to prepare and execute an agreement, substantially similar to the State of California Standard Agreement, with the State to accept the grant, and delegate to the CEO the authority to execute any revisions or amendments to the agreement with the State.

"To Enrich Lives Through Effective And Caring Service"

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

3. Authorize the CEO to expend funds pursuant to the grant, consistent with the County of Los Angeles Complete Count Committee Census 2010 Outreach Plan as approved by the State.
4. Delegate authority to the CEO to prepare and execute agreements, using the standard CEO Delegated Authority Agreement, with public entities, community-based organizations, and other entities consistent with the County of Los Angeles Complete Count Committee Census 2010 Outreach Plan as approved by the State.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Governor's Office of Planning and Research has advised the Chief Executive Office that they intend to authorize a grant of \$430,000 to the County to assist in the implementation of the County's Complete Count Committee Census 2010 Outreach Plan (Attachment I). The State is currently reviewing the County's Outreach Plan and we anticipate approval shortly. This grant is based on the recommendations of the California Complete Count Committee to provide \$1 million to the top 13 hard-to-count counties in the State, with nearly half being allocated to the County of Los Angeles due to its size and significant hard-to-count factors, including a sizeable homeless population and the existence of numerous communities which predominately speak languages other than English.

Implementation of Strategic Plan Goals

The recommendations are consistent with the Strategy of Fiscal Sustainability under Goal 1 of the Strategic Plan (Operational Effectiveness). The grant funds from the State will allow the County to expand and enhance our Census outreach efforts, thereby, better ensuring the County receives all the revenues to which it is entitled based upon the size of its population. In that regard, the recommendations support pursuit of the Strategic Plan's four Programmatic Goals, as well, because the Federal government provides funds for major programs addressed by each of the Goals.

FISCAL IMPACT/FINANCING

As reflected in the attached County of Los Angeles Complete Count Committee Census 2010 Outreach Plan, the \$430,000 grant from the State will be used to supplement funding already committed by the County to promote Census 2010 outreach. The expenditure plan, for both County activities focused in unincorporated communities, as

well as efforts by cities, schools, and community-based organizations, is as follows:

State Funds Available: \$430,000		Amount	Percent
Outreach to Hard-to-Count Unincorporated Areas/Cities		\$275,000	64%
Questionnaire Assistance Center Coordination	\$10,000		
Transitional Subsidized Employment Coordination	\$10,000		
Assistance to Cities/Complete Count Committees	\$40,000		
CBO/Faith-Based/Ethnic Group Outreach	\$75,000		
Media/Ethnic Media	\$75,000		
Schools (Including LA Conservation Corps)	\$65,000		
Homeless (Including City of Los Angeles)		\$100,000	23%
Promotional Events		\$20,000	5%
Cesar Chavez Community Service Week		\$15,000	3%
County Employee Ambassador Program		\$20,000	5%
TOTAL		\$430,000	100%

Based on approval of the attached Plan, the State is authorizing one-half of the total grant. Upon submission of a more detailed Implementation Plan, the State will allocate another 40 percent of the total grant. The final 10 percent will be allocated upon the submission of a final report of actual expenditures and activities funded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As reflected in Attachment I, the County's Census 2010 outreach plan focuses primarily on reaching hard-to-count populations that may not be aware of, or be inclined to respond to, the Census for reasons of fear/suspicion, apathy, or antipathy towards government. The County has a special responsibility towards its unincorporated communities, and a sizeable proportion of the funding is proposed to be dedicated there. However, funding is also targeted to be used consistent with: 1) the City of Los Angeles to address the homeless population; 2) other select cities with hard-to-count factors and limited ability to conduct outreach, as well as; 3) some broader efforts due to the many services the County provides on a countywide basis

Attachment II is the agreement form provided by the State for the County to access the grant funds, and we are recommending your Board authorize the CEO to execute a substantially similar agreement, as well as any revisions or amendments. We plan to use CEO's delegated contracting authority to execute sub agreements with cities and community-based organizations consistent with the attached plan.

The Honorable Board of Supervisors
January 26, 2010
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Nearly a quarter of the County's total annual revenue comes from the Federal government, much of it based on population. Critical high priority programs in health, public safety, mental health, children's services, and infrastructure depend upon these funds. A full and complete Census is essential to ensure the County receives its fair share of Federal funding to maintain these important public services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES
MKZ: pg

Attachments (2)

c: Executive Office, Board of Supervisors
County Counsel
Los Angeles County Complete Count Committee

**County of Los Angeles
Complete Count Committee
Census 2010 Outreach Plan**



January 2010

**County of Los Angeles
Complete Count Committee**

Outreach Plan

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COUNTY OF LOS ANGELES COMPLETE COUNT COMMITTEE

In October of 2008, the County established a Complete Count Committee (CCC) to promote and facilitate a complete and accurate Census 2010 count through an aggressive, targeted, and strategic outreach campaign focusing on hard-to-count populations and areas. The CCC is made up of representatives from County departments, Board offices, Census Bureau, and other government agencies. The following are the objectives of the CCC in outreaching to hard-to-count populations and areas.

Mission/Objectives

Assist in ensuring a complete Census count, focusing on hard-to-count populations, which are generally characterized by those who are 1) fearful or suspicious of government, 2) apathetic, or 3) hostile to government, and include such populations as homeless, non-English speakers, recent immigrants, seniors, young adults, and insular communities. The general objectives to be pursued are:

1. Focus efforts in County unincorporated areas.
2. Avoid duplication of effort and supplement Census outreach efforts countywide by coordinating and working with the County's 88 cities, non-profit organizations, business community, and faith-based communities.
3. Ensure that the County departments utilize their resources to effectively promote the importance of the upcoming Census.

Structure and Subcommittees

The County's CCC consists of a steering committee and four subcommittees. The steering committee is led by the County's Chief Executive Office's (hereafter "CEO"). The four subcommittees are established to meet the objectives of the CCC stated above and consist of the following:

- Unincorporated Areas;
- Government/City Partnership Liaison;
- Homeless and Other Hard-to-Count Groups; and
- Communications

OUTREACH STRATEGIES

The four subcommittees are developing and implementing various aggressive, targeted outreach strategies focusing on hard-to-count populations and areas. A description of each subcommittee, including outreach strategies, is provided below:

Unincorporated Area Subcommittee

Since the County is the municipal government for residents in unincorporated communities, this subcommittee was established to ensure a complete and accurate count of unincorporated residents. The County's unincorporated area consists of 125 distinct and disparate communities with a population of over 1 million residents. Based on the Census Bureau's hard-to-count factors¹ and input from the community and the County Board of Supervisors, 21 unincorporated communities were selected for aggressive, targeted outreach. Each of these communities are assigned a staff lead who will develop specific outreach plans based on the unique challenges facing each community.

Although specific outreach plans will be developed based on the unique hard-to-count factors within each community, the following are outreach strategies that may be applied:

- Transitional Subsidized Employment (TSE) Program – Coordinate with the Department of Public Social Services (DPSS) and community-based organizations in utilizing funds under the American Recovery and Reinvestment Act (ARRA) to hire workers via the TSE Program to assist community-based organizations with Census outreach. It is mutually beneficial for the DPSS' TSE program and organizations engaged in hard-to-count census efforts to partner in conducting outreach to hard-to-count communities. In fact, TSE participants come from many of the hard-to-count communities and are representative of the hard-to-count populations.
- Community Complete Count Committee Assistance – Assistance will be provided, as appropriate, to existing Complete Count Committees formed in unincorporated area communities. Assistance may include providing technical assistance and partnering on outreach efforts. For those communities without a complete count committee, efforts will take place to work with community-based organizations to establish one.
- Community-Based/Faith-Based Organizations/Ethnic Groups – Outreach to these organizations and groups is essential in promoting an effective census awareness and education campaign. Each County lead person will identify these organizations and groups and coordinate outreach efforts with the Census Bureau, which may include attending community and religious events, identifying locations for Questionnaire Assistance Centers and Be Counted Sites, and providing promotional and educational materials as needed.

¹ Hard-to-count factors include the following: % vacant units, % not single units, % units > 1.5 persons per room, % units not husband/wife, % units without phones, % not high school graduates, % below poverty level, % households with public assistance income, % unemployed, % linguistically isolated households, and % moved in 1999-2000.

- Ethnic Media Outreach – The County will partner with ethnic-media to ensure a full and accurate count of non-English speaking populations.
- Census in Schools/School-Aged Youth Outreach – County will coordinate with the Census Bureau, County Office of Education, and school districts to conduct census education campaigns in schools in hard-to-count areas. County will also be working with community organizations like the LA Conservation Corps on Census outreach projects involving school-aged youth.
- Questionnaire Assistance Centers (QAC) Coordination- County will work with the Census Bureau to identify County facilities that service hard-to-count populations and setup QACs.

Government/City Partnership Liaison Subcommittee

Los Angeles County consists of 88 cities with a total population of 10 million residents. This subcommittee was established to coordinate with the Census Bureau, municipalities, non-profit organizations, business community, and faith-based organizations to outreach to hard-to-count populations by maximizing limited resources, as well as avoid duplication of effort.

Similar to the outreach approach in unincorporated areas, the County is focusing its countywide outreach to those municipalities that are hard-to-count and do not have a complete count committee established. Currently, 19 municipalities have been identified. This subcommittee will implement strategies listed above for unincorporated areas, as necessary. The following are additional outreach efforts/strategies being implemented countywide:

- Assistance to Cities – Provide select cities with hard-to-count populations with outreach grants.
- City Complete Count Committee Assistance – Encourage and work with hard-to-count cities to form Complete Count Committees. Assistance may include providing coordination and technical assistance, and/or partnering on outreach efforts.
- Service Planning Areas Outreach – Coordinate presentations at the County's eight Service Planning Areas and the American Indian Community Council's monthly meetings.
- "Promotoras" Outreach – Coordinate with the Census Bureau to train the "promotoras" networks to promote the Census. The Promotoras Program is a 160-hour training course aimed at the Latino community that covers health issues, communication building, leadership, listening skills, and cultural sensitivity.

- Outreach to City Organizations – Coordinate with the Census Bureau to outreach to professional city organizations. To date, presentations have been made to the League of California Cities, Independent Cities Association, and Gateway Cities Southeast Los Angeles County City Managers Group.
- Non-English Populations Outreach - Conduct Census outreach campaigns in hard-to-count communities that do not speak English. Languages on which to focus include Armenian, Chinese, Vietnamese, Tagalog, Russian, Spanish, Japanese, and Korean.

Homeless Subcommittee

The homeless are one of the hard-to-count populations that require an aggressive and organized effort. The Los Angeles County has the largest homeless population in the nation. This subcommittee was established to coordinate with the Los Angeles Housing Services Authority (LAHSA); the Cities of Los Angeles, Pomona, and other cities; non-profit organizations; and faith-based organizations to ensure an accurate and complete count of the homeless during the Census Bureau's three-day homeless count: March 29 (emergency shelters), March 30 (soup kitchens and mobile food vans), and March 31, (unsheltered homeless). The following are outreach efforts/strategies targeting the homeless:

"Connect and Count" Events – The County in partnership with the City of Los Angeles, community-based organizations, and faith-based organizations will organize 6-7 simultaneous events on March 30, 2010. These events will provide food for the homeless and be considered "soup kitchens" for the purposes of having the Census Bureau send enumerators to these events to count people experiencing homelessness.

Transitional Subsidized Employment (TSE) Program – Coordinate with Department of Public Social Services and non-profit organizations to identify community based organizations to hire workers to conduct outreach to the homeless.

List of Housing Units Used by Homeless – Coordinate with County departments to compile a list of housing units used to shelter the homeless and submit to the Census Bureau.

Identify Targeted Non-sheltered Outdoor Locations (TNSOLs) – Coordinate with County departments, Los Angeles Homeless Services Authority, City of Los Angeles, and other cities to identify TNSOLs and submit these locations to the Census Bureau.

Questionnaire Assistance Centers/"Be Counted" Sites – Coordinate with Census Bureau, Los Angeles Homeless Service Authority, City of Los Angeles, and other cities to identify locations for Questionnaire Assistance Centers/"Be Counted" Sites that target the homeless.

Communications Subcommittee

This subcommittee was established to develop and implement a media/marketing campaign to promote the Census in a coordinated and effective manner. This includes developing promotional materials, coordinating County departments' promotional plans, establishing a County Census website, and assisting other subcommittees. The following are outreach efforts/strategies the County will be implementing:

- Census Message Development – The County will be developing a Census outreach campaign to hard-to-count populations under the following three categories:
 - Apathetic
 - Anti-government
 - Fearful or suspicious

There will be an emphasis on developing creative and clear messages and slogans for each of the above categories that are unique to the many hard-to-count populations in Los Angeles County, including:

- Recent immigrants
- Non-English speakers
- Seniors and disabled
- Young adults

Clear messages and slogans will emphasize:

- Benefits of why someone should be counted (money for local hospitals, schools, libraries, parks, roads, assistance to poor communities, etc.)
 - Importance of filling out the questionnaire correctly, including:
 - Identifying all members of the household
 - Using the separate portion of the questionnaire to identify seven or more members of a household
 - Reminders that all children, including infants, are to be included
 - Reminders that foster children are to be included
- Promotional Events – In coordination with the Census Bureau, State of California, City of Los Angeles, and other municipalities, the County will conduct various promotional events to emphasize the importance of the Census. Planned promotional events include:
 - County Kick-Off Campaign in January of 2010
 - Board of Supervisors' media events in each of their respective districts in February of 2010.
 - Coordinate "Be California, Be Counted Day," with the State of California on March 20, 2010.
 - County of Los Angeles Cesar Chavez Community Service Week promotional event on Monday, March 29, 2010.
 - Census Reminder Promotional Event in Mid-April.

- Cesar Chavez Community Week – Coordinate County employees to volunteer on Census outreach in hard-to-count communities during Cesar Chavez Community Week scheduled from March 29 to April 2, 2010.
- County Employee Ambassador Training Program – Identify County employees who have direct contact with hard-to-count populations and provide training on the Census message and encourage or assist clients to complete Census questionnaire.
- Department Promotional Plans – Coordinate submissions of County departmental promotional plans that will promote the Census through their general operations from January to May 2010. Promotional plans will include:
 - List of department communications, publications, and/or mailings that will have a Census message;
 - List of public counters, lobbies, waiting rooms where posters and Census information can be placed;
 - List of locations where QACs and “Be Counted” Sites could be placed; and
 - List of workshops, events, or events the public will attend and where Census message can be provided.
- Public Service Announcements (PSAs) – Develop PSAs targeting hard-to-count populations focusing on Census message development described above. This will include filming individual Board of Supervisors and community leaders to deliver these messages. PSA’s will be aired on closed-circuit television at County facilities where hard-to-count populations receive services, placed on websites, County publications, and other print media. Also, PSAs will be aired on the Santa Monica channel, and cable stations.

FUNDING MATRIX

The outreach efforts/strategies described in this general plan are to be implemented with resources from both the County and the State of California. The following matrix provides a general overview of planned outreach efforts/strategies and how the County is proposing to fund them.

Outreach Effort/Strategy	State	County
Transitional Subsidized Employment Program	x	x
Assistance to Cities	x	
City/Community Complete Count Committee Assistance	x	x
Community-Based/Faith-Based/Ethnic Organization Outreach	x	
Ethnic Media Outreach	x	
Census in Schools/School-Aged Youth Outreach	x	
Questionnaire Assistance Centers Coordination	x	x
Service Planning Areas Outreach		x
“Promotoras” Outreach		x
City Organizations Outreach		x
Non-English Population Outreach	x	

Outreach Effort/Strategy	State	County
"Connect and Count" Events	x	x
Homeless Shelter Coordination		x
Targeted Non-Sheltered Outdoor Locations Coordination		x
Census Message Development		x
Promotional Events	x	
Cesar Chavez Community Service Week	x	x
County Employee Ambassador Training Program	x	x
Department Promotional Plans		x
Public Service Announcements		x

COUNTY INVESTMENT IN THE CENSUS 2010 OUTREACH

Item	Amount
Census Technical Support for FY 2009-10 (Budgeted)	\$450,000
Census Outreach Support for FY 2009-10 (Budgeted)	\$200,000
In-Kind County Staff Support – To Date	\$350,000
In-Kind County Staff Support – Anticipated	\$450,000
Total	\$1,450,000

PROPOSED BUDGET FOR STATE FUNDS

State Funds Available: \$430,000		Amount	Percent
Outreach to Hard-to-Count Unincorporated Areas/Cities		\$275,000	64%
Questionnaire Assistance Center Coordination	\$10,000		
Transitional Subsidized Employment Coordination	\$10,000		
Assistance to Cities/Complete Count Committees	\$40,000		
CBO/Faith-Based/Ethnic Group Outreach	\$75,000		
Media/Ethnic Media	\$75,000		
Schools (Including LA Conservation Corps)	\$65,000		
Homeless (Including City of Los Angeles)		\$100,000	23%
Promotional Events		\$20,000	5%
Cesar Chavez Community Service Week		\$15,000	3%
County Employee Ambassador Program		\$20,000	5%
TOTAL		\$430,000	100%

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount \$ _____ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐ ☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

_____ page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

_____ page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (if not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (if not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General
 Services Use Only

☐ Exempt per:

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☐

NO

☐

YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE-TIME PAYMENT ☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE \$ _____ or _____ %☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE

AGREEMENT TOTAL

\$

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original			\$	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
		TOTAL	\$	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev. 04/2002)

13. BIDDING METHOD USED

- ☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- ☐ SOLE SOURCE CONTRACT ☐ EXEMPT FROM BIDDING ☐ OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form
 STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)***15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S)** *(If an amendment, sole source, or exempt, leave blank)***16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?****17. JUSTIFICATION FOR CONTRACTING OUT** *(Check one)*

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified
- ☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below

Justification:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

☐ NO ☐ YES ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL, SECTION 7.10?

☐ NO ☐ YES ☐ N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

☐ NO ☐ YES ☐ NONE ON FILE ☐ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☐ N/A

B. STD. 204, VENDOR DATA RECORD ☐ NO ☐ YES ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☐ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- ☐ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☐ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☐ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to (agency name and acronym) (type of service) as described herein:

(Give brief overview of services to be provided.)

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:
- Specifications, requirements
 - Personnel, staffing
 - Coordination
 - Results, deliverables
 - Timelines, progress reports
 - Evaluation, acceptance

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name
Office
Address

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

(The basic language required to establish payment under a Standard Agreement is shown above. It does not include any specific payment language that might apply in your particular situation. If your agency requires any additional budget language and/or payment provisions, they should be added

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(c), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)

Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations.

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.